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Contract Database Metadata Elements

Title: **Madrid-Waddington Central School District and School Related Personnel Union (2001)**

Employer Name: **Madrid-Waddington Central School District**

Union: **School Related Personnel Union**

Local:

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5521_06302004

Madrid-Waddington Central School
District And School Related
Personnel Union

AGREEMENT

between the

SUPERINTENDENT OF SCHOOLS
MADRID-WADDINGTON CENTRAL SCHOOL
DISTRICT

and

SCHOOL RELATED PERSONNEL UNION
MADRID-WADDINGTON CENTRAL SCHOOL

RECEIVED

JULY 1, 2001 - JUNE 30, 2004

FEB 18 2003

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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MONITOR	An employee who performs assigned routine tasks within the scope of the Civil Service job description for School Monitor.
NEGOTIATOR	Spokesperson for the group.
OVERTIME	Time beyond an eight-hour day and a forty-hour week in a unit member's work category.
SPECIAL BUS TRIP	A bus run beyond the regular daily transportation of students to and from school; special trips are not considered as overtime.
TEACHING ASSISTANT	An employee who assists teachers in the performance of their teaching function as delineated in CR. 80.33(b).
UNIT	The group of employees represented by this agreement.
UNIT MEMBER	An employee represented by the School Related Personnel Union.

ARTICLE III - PAYROLL DEDUCTION

3.1

The District agrees to deduct from the salaries of unit members, dues for the School Related Personnel Union of the Madrid-Waddington Central School as said members individually and voluntarily authorize the District to deduct and transmit the monies promptly to the Union. Employee authorization shall be in writing in the form set forth below:

3.2 - See form - Appendix I for Payroll Deduction Authorization.

3.3

No later than two (2) weeks prior to the second scheduled pay period in October the Union will provide the Superintendent with the original, signed Dues Deduction Authorization cards of those unit members who have voluntarily authorized the Board to deduct dues for the Union.

The Union, at this time, will also certify to the Superintendent, in writing, the current rate of its membership dues.

3.4

Deductions, referred to in 3.1 above, shall be made in the following manner:

3.4.1

The total annual membership dues for the Union, certified as mentioned above, shall be deducted in fifteen (15) equal installments, beginning with the second pay period in October and continuing for fifteen (15) consecutive periods.

3.4.2

Authorizations not submitted in accordance with the above will not be honored until the first pay period in March, at which time deductions shall be made in five (5) equal and consecutive pay periods with the first period in March. These authorizations must be received by the Superintendent at least two (2) weeks prior to the first payroll in March and after this date, no further authorizations will be honored until the following year.

3.4.3

The District shall, at the end of each deduction - not pay period - as specified above, transmit the amount so deducted to the Union.

3.5

Employees will have the option of having deductions taken from their salary for U.S. Savings Bonds, Christmas Club Savings, NYSUT insurances and Credit Union.

3.6

Employees will have the option of direct deposit of their pay to any bank.

5.3 - Written Evaluation

5.3.1

If a written evaluation is conducted, it shall be conducted by an appropriate supervisor or administrator using an evaluation form which reflects the performance standards referred to in 5.1 above.

5.3.2

If a written evaluation is to be placed in a member's official personnel file, a conference between the evaluator and the member shall be held.

5.3.3

A written evaluation which is to be placed in a member's official personnel file shall be signed by the evaluator and the member and a copy given to the member. Such signature may not be withheld. The member's signature merely signifies that a conference was held and that he/she has received a copy of the evaluation. In no way does a signature indicate agreement or disagreement with its contents.

5.3.4

Within ten (10) business days following receipt of evaluation, the member may attach a written answer to the evaluation. The answer shall be signed by the member and the evaluator and shall be attached to the actual file copy.

5.3.5

Any negative evaluations shall be disclosed to the employee in writing with accompanying suggestions for improvements.

5.4 - Personnel File

5.4.1

There shall be one official file maintained in the central administrative office. Such files are not open to public inspection except as required by law.

5.4.2

An employee shall have the right to review the contents of his/her personnel file. The employee also may authorize a Madrid-Waddington SRPU representative to review the file, either with or without the employee's presence. The file shall not be removed from the office by the employee or his/her representative.

5.4.3

An employee has the right to attach rebuttal comments to anything placed in the file.

5.4.4

All negative or disciplinary documents which are placed in the official file shall be so placed within forty-five (45) calendar days following the incident reported on, or within forty-five (45)

7.3

Unit members who as of 7/1/85 were eligible for participation in the health insurance program and who voluntarily elect to drop such coverage, or unit members who, as of 7/1/85, had family coverage and who voluntarily elect to have individual coverage only, shall receive each year forty percent (40%) of the savings which accrues to the District in lieu of such health insurance coverage.

7.3.1

Monies due the member will be paid in the first paycheck in June for savings accrued to the District during the year.

7.3.2

A member who received such payment in lieu of insurance shall not be eligible to reapply for coverage for the duration of this Agreement except in emergencies - i.e., death, layoff or disability of spouse, change in marital status, etc.

- 7.4 Unit members who are eligible for health insurance coverage from another source outside the St. Lawrence-Lewis Employees health Plan, may elect not to be covered by the health insurance plan provided by the Madrid-Waddington Central School District. Persons who voluntarily elect to drop such coverage shall notify the District by October 1, and will receive the sum of one thousand dollars (\$1000), payable in the first paycheck in June each year thereafter that the member is not covered by the St. Lawrence-Lewis Employees Health Plan. Members whose circumstances change (e.g. death, layoff or disability of spouse, marital status, etc.) may reapply for coverage at any time. There will be no pro-ration of the \$1000 for any member whose election to drop coverage is voided during the fiscal year.

ARTICLE VIII - TEMPORARY LEAVES OF ABSENCE

8.1

Leaves will not be used to extend vacation. Personal leave will be used for purposes of personal business that cannot be accomplished during non-work times.

8.1.1

Misuse of leaves may result in appropriate disciplinary action which may result in a range of penalties.

8.2 - Sick Leave

8.2.1

Ten-month employees will have available for sickness 13 days per year leave time, cumulative to 180 days.

6.4.4 – Salaries for 2001-2002

Head Mechanic	32,071
Assistant Mechanic	30,437
Cook Manager	15,493

6.4.5

This schedule applies to all salaried unit members hired after June 30, 1991.

6.4.6

Compensatory time will be provided for additional work hours subject to the Superintendent's approval.

6.4.7

The Cook Manager will receive additional stipend of two (2) hours per day for administrative and supervisory responsibilities.

6.5

Unit members on salary will receive a 3.2% increase in 2001-2002.

In year 2002-2003, unit members will receive an increase equal to the average S.L.L. BOCES district settlement on March 1, 2002, provided at least nine districts have settled contracts. (If not by March 1, as soon as nine districts have settled.) Minimum increment is 3.2%, cap is not to exceed 3.6%.

In 2003-2004, unit members will receive an increase equal to the average S.L.L. BOCES district settlement on March 1, 2003, provided at least nine districts have settled contracts. (If not by March 1, as soon as nine districts have settled.) Minimum increment is 3.2%, cap is not to exceed 3.6%.

6.6

The District will pay for one annual required physical for bus drivers and for cafeteria workers.

6.7 - Special Bus Trips

6.7.1

Compensation for special bus trips will be the hiring rate of the professional driver schedule in 6.0.1.

The District will reimburse professional drivers for the cost of renewal of the Commercial Driver License for each driver with at least 180 days of service to the District.

Whenever a driver is assigned to an overnight trip, he/she will be paid at the special trip rate during the hours of responsibility. Such hours will be determined by the Transportation Supervisor, in writing, prior to each trip.

6.0.2 - Minimum Hourly Rates

Hours	Cafeteria	Aide/Monitor
6	1,044	1,092
5	870	910
4	696	728
3	522	540
7	-	1,274

6.0.2.1

The above are guaranteed as the minimum hours each hourly position will work in a school year. Commencing (1989-1990) each position will have the hourly wage rate multiplied by the minimum guaranteed hours and the resulting annualized pay will be distributed in 21 equal paychecks for 10 month unit members and 26 equal pay checks for 12 month members. Ten-month unit members will have the option of being paid in 21 or 26 equal pay checks each year.

6.0.2.2

Unit members will receive a 3.2% increase in 2001-2002.

In year 2002-2003, unit members will receive an increase equal to the average S.L.L. BOCES district settlement on March 1, 2002, provided at least nine districts have settled contracts. (If not by March 1, as soon as nine districts have settled.) Minimum increment is 3.2%; cap is not to exceed 3.6%.

In 2003-2004, unit members will receive an increase equal to the average S.L.L. BOCES district settlement on March 1, 2003, provided at least nine districts have settled contracts. (If not by March 1, as soon as nine districts have settled.) Minimum increment is 3.2%; cap is not to exceed 3.6%.

6.1

Part-time employees will be employed as needed.

6.2 - Overtime

6.2.1

Unit members who normally work 40 hours per week will be paid at the rate of time and one-half of their regular hourly rate for all work over 40 hours. Unit members who normally work less than 40 hours per week will be paid their hourly rate plus \$.50 per hour for all hours over their normal work hours but less than 40 hours. This does not apply for substitution in another job title, a change in job title work on non-pupil attendance days or the time requirements currently in effect.

6.2.2

If a custodial worker or custodial worker/driver is assigned to work more than 8 hours in one day, he/she will not be required to work more than 4 hours overtime in one day if he/she notifies the supervisor at the beginning of the overtime or earlier. After being notified, the supervisor will attempt to get a replacement. If the Supervisor is not successful in securing a

For the first year of employment sick leave shall accrue at the rate of 1.5 days per month. After one full year of employment has been reached the employee will be credited with 13 days per year on July 1 for each year.

8.2.2

Eleven-month employees will have available for sickness 14 days per year cumulative to 190 days.

For the first year of employment sick leave shall accrue at the rate of 1.5 days per month. After one full year of employment has been reached the employee will be credited with 14 days per year on July 1 for each year.

8.2.3

Twelve-month employees will have available for sickness 15 days per year, cumulative to 200 days.

For the first year of employment sick leave shall accrue at the rate of 1.5 days per month. After one full year of employment has been reached the employee will be credited with 15 days per year on July 1 of each year.

8.2.4

Part-time employees will have available for sickness 7 days per year cumulative to 180 days.

For the first year of employment sick leave shall accrue at the rate of 1 day per month. After one full year of employment has been reached the employee will be credited with 7 days per year on July 1 of each year.

8.2.5

Verification: The Building Administrator may request verification from a physician for any illness of three or more days.

8.2.6

Pregnancy: Confinement or treatment as a result of pregnancy will be treated as sickness.

8.2.7

Employees who are injured while acting within the scope of their employment will be allowed up to five (5) days absence not charged to accrued sick leave. If the Workers' Compensation claim is denied, said days will then be charged to the employee's sick leave.

8.3

Personal Leave consisting of three days will be permitted for the following reasons:

8.3.1

Legal matters: house closing, income tax hearings, adoption proceedings, court appearances, for traffic violations, probating wills, obtaining licenses, etc.

8.4 - Bereavement Leave

8.4.1

In case of death in the immediate family of the member or member's spouse the member shall receive three days not chargeable to leave credit and nonaccumulative. Immediate family shall be defined as spouse, parent, child, sibling, in-law, legal guardian or foster parent, or an actual member of the member's household.

8.4.2

In other cases of close family relationship, such absences must be approved by the Superintendent.

8.5 - Child Rearing Leave

8.5.1

Upon request, a child rearing leave shall be granted for up to two years without pay. This leave is also available to any adopting parent under the same conditions. If both parents are employees of the District, either the husband or the wife may apply, not both.

8.5.2

Notice of this request will be given to the District at least three (3) months before the leave commences.

8.5.3

Under extenuating circumstances, reasonable notice variances will be allowed.

8.5.4

An employee who has worked (including paid leave) ninety (90) school days or more during the school year in which the leave commences shall be entitled to salary credit in the subsequent contract year.

8.5.5

Such leave shall be without pay or benefits, except as provided for in 8.5.4 and in the Family and Medical Leave Act of 1993; however, the unit member shall return to the same or a similar position and shall retain the seniority and leave accumulation and other benefits at the levels in effect when the leave began.

8.6

Request for leave will be made to the Supervisor or Building Administrator and approved by the Superintendent. In the case of personal leave, requests will be made three (3) days before the expected absence. The members requesting approval for leave will state the specific reason for the leave. When, because of an emergency or other unusual situation, three days notice is not possible, approval will be requested at the earliest possible date.

8.7 - See form - Appendix II for Personal Leave Days requested.

9.2.8

When it becomes apparent that illness or injury of an employee will result in the exhaustion of his or her sick leave, the non-teacher will apply, in writing to the Sick Leave Review Board, consisting of a Board member, the Superintendent or his/her designee, the President of the Teachers' Association, the President of the School Related Personnel Union, a teacher from each building and three non-teaching employees selected by their Union.

9.2.9

The Review Board will review the case, determine the eligibility of the employee and render its decision, in writing.

9.3

The following criteria will be utilized:

9.3.1

The employee must exhaust all accumulated sick, personal and vacation leave before using days from the pool.

9.3.2

A waiting period of three days beginning with the first day of the illness, for each year of service in the District, up to thirty days must precede usage of the pool. Absence must be continuous. Under extenuating circumstances, this provision could be waived upon recommendation of the Review Board and approval of the Board of Education.

9.3.3

The Review Board may, at its discretion, review cases and require submission of appropriate medical data.

9.3.4

The individual has signed an appropriate release form authorizing the school district to receive any Workers' Compensation or Disability salary payments due to him/her as a result of an accident or illness. Upon receipt of such payment, the Sick Leave Bank shall be replenished by the number of days said payment reimburses the district. The number of days shall be determined by dividing the amount received by the employee's daily rate of pay.

9.4

The Sick Leave Pool is not available for family illnesses, family injury or unpaid child care leave.

9.5

Normally the maximum benefit of the pool will total 180 days for any one illness or injury; however, under extenuating circumstances upon recommendation of the Sick Leave Review Board and approval by the Board of Education, the person may continue to draw such additional benefits as they deem appropriate to the situation.

10.6

Seniority for the purpose of "bumping rights" begins with the service in the new position and does not include credit for prior service which was recognized for vacation purposes. However, the individual who changes positions, should his/her new position be eliminated, would retain his/her seniority in his/her prior position and could "bump" the last senior person (if that person has less seniority). Exceptions to first sentence include custodial worker/drivers because of the nature of split responsibilities in their job description. "Bumping rights" seniority calculations for people occupying these positions will be calculated retroactively according to the following guidelines:

2 trip – 10 mos. Drivers = .5 year seniority in driver title for each year worked

4 trip – 10 mos. Drivers = 1 full year of seniority in driver title for each year worked

8 hr – 12 mos. Custodial worker (despite occasional substitute driving) = 1 full year in custodial title for each year worked

2 trip – 10 mos. Driver (5 ½ hrs/10 mos., and 8 hrs/2 mos. Custodial) = .8 year of seniority in custodial title for each year worked

4 trip – 10 mos. Driver (3 hr/10 mos. And 8hrs/2 mos.) = .55 year seniority in custodial title for each year worked.

10.7

Bidding: When a new job or vacancy occurs within a department, it shall be posted so that interested members may bid on it. Department members who are qualified for the new job or vacancy shall be given first consideration on the basis of departmental seniority. For purposes of bidding, hourly cleaners shall be considered part of the custodial/maintenance department. Monitors, teachers aides, and teacher assistants shall be considered a "department"; bus drivers, custodial workers, custodial/drivers shall be considered a "department".

10.7.1

In the event an incumbent employee bids for and is awarded the new job or vacancy, he/she retains all rights to the job from which he/she transferred for a trial period of up to 20 workdays. During the trial period; the employee may elect to return to his or her former position; after the trial period he/she will be considered as having accepted the new job or vacancy.

10.7.2

Administration during the trial period may reject the employee from the new job or vacancy, subject to the terms of this Agreement. In such case, the employee will return to his/her previous job with no loss of benefits. In the event the administration exercises its right to reject the employee, and provided that the employee has been properly evaluated during the 20 days, such rejection shall not be subject to the grievance/arbitration procedure or to appropriate Civil Service Law and Regulations.

10.7.3

In the event no department employee applies for the new job or vacancy and the District hires a current employee from another department, the trial period and the right to return to his/her

ARTICLE XII - TERMINATION PAY

12.1

Upon retirement, termination because of inability to pass the required physical exam, or the elimination of a position, a unit member will receive termination pay for the unused accumulated sick leave as follows: \$18.00 per day for the first 50 days and \$25.00 per day for each day beyond 50.

12.1.1

Benefits under this section are available with any amount of service.

12.1.2

In case of death while employed, the estate of the deceased shall receive the appropriate payment for any unused sick leave to the unit member's credit.

ARTICLE XIII - TEMPORARY EMPLOYEES

Temporary employees are not covered under the terms of this contract. Any position deemed temporary by the District shall be abolished or made permanent six (6) months after the position is created. Any substitute employees, regardless of the duration of their employment, will not be included in the category of temporary employees for the purposes of this provision.

ARTICLE XIV - AMENDMENT TO SECTION 204A OF THE TAYLOR LAW

14.0

Amendment to Section 204A of the Taylor Law, Section 204A Agreements between Public Employees and Employee Organizations.

14.1

Any written agreement between public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type in such Agreement:

"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

15.1.2

Aggrieved Party or Grievant: Member of the group or unit who initiates a grievance, or the Union.

15.1.3

Supervisor: Building Administrator or the person to whom the unit member reports or who assigns work to the member.

15.1.4

Business Day: Any day when twelve month staff covered by this contract are required to be in attendance.

15.2 - Procedure

15.2.1

Except in the informal stage, all grievances shall be in writing and shall include the name and position of the aggrieved party, events or conditions constituting the grievance, identification of the contract provisions involved, identity of the responsible party, and a general statement of the nature of the grievance and redress sought.

15.2.2

All steps in the grievance procedure shall be conducted outside the grievant's working hours or at a time mutually agreeable to both parties.

15.2.3

All grievances will be processed through the grievance procedure prescribed by this article.

15.2.4

Time limitations may be extended by mutual agreement. Failure to adhere to the time limits waives the grievance on the union part, and moves it to the next stage on the District's part.

15.3 - Stages

15.3.1

Informal Stage: The grievant shall present his/her grievance to the immediate supervisor. The aggrieved party must attempt to resolve the grievance informally. The immediate supervisor shall render his/her determination to the aggrieved party within five business days. If such grievance is not satisfactorily resolved at this stage, the aggrieved party may proceed to the Superintendent.

15.3.2 - Superintendent's Stage

15.3.2.1

The grievant has ten business days following the determination at the informal stage, in which to file a written grievance to the Superintendent.

15.3.4.2

Within ten business days the representative of the Union and the Superintendent will agree upon an Arbitrator and obtain a commitment from him or her to serve.

15.3.4.3

If an Arbitrator cannot be agreed upon, the Union may file a Demand for Arbitration with the American Arbitration Association. The parties will be bound by the rules of AAA.

15.3.4.4

The decision of the Arbitrator shall be binding on both parties.

15.3.4.5

The expense shall be borne equally by the Union and the District.

15.3.4.6

The Arbitrator's decision will be in writing and will set forth his/her findings on the issues raised during the grievance. The Arbitrator will be without power and authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement.

15.3.4.7

The Arbitrator may only address issues specifically addressed in this Agreement.

ARTICLE XVI - UNION BUSINESS

16.0

The Union will have free use of mailboxes in each building and to the interschool mail system for the purpose of distributing the mail.

16.1

Meetings: The Union may request the use of the school building and facilities without cost for meetings, provided such does not interfere in any way with normal school functions or previous commitments. Requests will be made to the Building Principal prior to such use.

16.2

Two (2) Union business days will be available to the Union. The President will notify the Superintendent 48 hours in advance (emergency excepted) of the persons taking such leave and the duration of the same.

APPENDIX I

SCHOOL RELATED PERSONNEL UNION

of the

MADRID-WADDINGTON CENTRAL SCHOOL

Payroll Deduction Authorization

Social Security Number: _____

Last Name _____ First Name _____ Initial _____

District Name: _____

Organization: _____

To the Board of Education:

I hereby authorize you, according to arrangements agreed upon with the above organization, to deduct from my salary and transmit to said organization, dues as certified by said organization. I hereby waive all rights and claim to said monies so deducted and transmitted in accordance with this authorization and relieve the Board of Education and all its officers from any liability thereof. I revoke any and all instruments heretofore made by me for such purposes. This authority shall remain in full force and effect for all purposes while I am employed in this school system, or until revoked by me in writing between September 1st and September 15 of any given year.

Member Signature: _____

Date: _____

This Agreement shall be in effect July 1, 2001, through June 30, 2004, unless specifically noted otherwise.

IN WITNESS WHEREOF, THE PARTIES HAVE HEREUNTO SET THEIR HAND AND SEALS THIS

1st DAY OF October, 2001.

Craig S. Ashley
President
School Related Personnel Union

Kendall C. Straight
Superintendent of Schools

Maria A. O'Neil
Chairman, Negotiating Committee
School Related Personnel Union

Jane H. M. Gentry
Chairman, Negotiations
Board of Education

Memorandum of Agreement
between the
Superintendent of Schools
Madrid-Waddington Central School District
and the
School Related Personnel Union
Madrid-Waddington Central School

The Superintendent of School and the School Related Personnel Union of Madrid-Waddington Central School District agree that in year 2002-2003, unit members will receive an increase of 3.43% which is equal to the average at least nine (9) St. Lawrence-Lewis BOCES district settlements on March 1, 2002.

This Agreement does not negate any other rights and/or benefits afforded the membership of the School Related Personnel Union.

Kendall Straight
For the District

Craig Ashley
For the Association

12 June 02
Date

5-13-02
Date